

March 6, 2015

Dustin Smith
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

RE: Agreement Regarding PERS Retirement Plan and Contribution (Cost-Share)

Dear Mr. Smith:

This confirms the agreement reached between the City of Sacramento (City) and the Sacramento Police Officers Association (SPOA) regarding amendments to the existing Memorandum of Understanding (MOU) between the parties covering employees in SPOA. The parties have agreed to amend the existing MOU at the request of CalPERS.

Specifically, the agreement is as follows:

1. Article 23.1 (b)(4) of the MOU is amended to read as follows:

Effective June 27, 2015, all classic Civilian members shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which classic members shall, from the date of the amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. The 1% PERS cost-share will remain in the City's account until the cost-share is approved by a vote of the SPOA membership.

2. Article 23.2 (b)(4) of the MOU is amended to read as follows:

Effective June 27, 2015, all classic Sworn Safety members shall pay twelve percent (12%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which classic members shall, from the date of the amendment, pay a nine percent (9%) employee contribution and three percent (3%) of the employer contribution through PERS cost-share. The 3% PERS cost-share will remain in the City's account until the cost-share is approved by a vote of the SPOA membership.

3. This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Departments or the City of Sacramento except as expressly stated herein.
4. This agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,



Geri Hamby
Director of Human Resources

AGREED TO:



Dustin Smith, President
Sacramento Police Officer's Association

Approved as to form:



Brett M. Witter
Supervising Deputy City Attorney

Attested By:



Wendy Klock-Johnson
Assistant City Clerk